

THIS AGREEMENT made and entered into this 16th day of July, 1940, by and between WILLAMETTE IRON AND STEEL CORPORATION, an Oregon corporation, hereinafter called the "Corporation"; and THE PORT OF PORTLAND, a municipal corporation of Oregon, hereinafter called the "Port",

W I T N E S S E T H

WHEREAS, the Corporation has negotiated with the United States to manufacture certain heavy machinery items required for military and/or naval purposes and requires the use of certain large machine tools not available in the Corporation's plant, and which cannot be purchased in the market for delivery promptly, and the Port owns tools which are suitable for the purposes and it is mutually agreeable that certain of the machine tools owned by the Port be made available to be used by the Corporation, now, therefore, the parties agree as follows, to-wit:

1. In consideration of the rental charges to be paid to the Port and service to be rendered to it, as hereinafter provided, and of the Corporation keeping and performing all of the agreements and obligations devolving upon it hereunder, the Port rents to the Corporation, and the Corporation hires from the Port, the following machine tools:

One 14-foot Boring Mill. { motor

One 84-in. by 30-ft. Engine Lathe. — No Motor

All as is and where is in the shop at the Port's dry dock plant, said tools to be removed by the Corporation to its plant and to be returned and reinstalled in the Port's plant by the Corporation, all at the cost and expense of the Corporation

USEPA SF



1285025

POPGPA00009201

HP.	TYPE	VOLT	PHASE	RPM	SERIAL #	
1- 30	M.T.	440	3	1200	4551296	G.E.
1 : 7½	M.T.	440	3	1200		G.E.

Bombing engine

Twelve HP Motor

POPGPA00009202

2. The period of such rent and hire shall be for two years from the date hereof, except that the Corporation is hereby granted an option to continue the rental and hire of said tools for one additional year, upon giving notice to the Port 30 days in advance of expiration of the original two year period, and, provided, however, that the Corporation may return and reinstall said tools at any previous time in its discretion, and when said tools are returned to and properly reinstalled in the Port's plant in good and serviceable condition the rental charges and service obligations hereunder shall cease.

3. The Corporation shall insure the tools at its own cost against damage, other than the wear and tear of use and normal depreciation, for the benefit of the Port, the policies of insurance to be placed in the custody of the Port. The values of the machines are hereby agreed to be:

Boring Mill	-	\$5,000.00
Lathe	-	1,500.00

4. The Corporation shall pay to the Port, monthly in advance, a fixed rental of Seventy-Five Dollars (\$75.00) per month during all the time from the date the Corporation begins removal of either machine from the Port's plant, until the return of both of said machines or reimbursement to the Port of the agreed value of any machine not so returned, and, as a further rental consideration the Corporation shall, without charge for labor, power, overhead or otherwise, at any and all times while the machines are in possession of the Corporation under this agreement, machine finish on said machines, in accordance with written orders to be given by the Port, such

circular steel plate pump liners as the Port may order to be so machined for use on its dredges, the material for which the Port shall deliver at the plant of the Corporation.

5. It is a further consideration of this agreement that said machines will be held available in the plant of the Corporation for use by other ship repair contractors for doing repair work for vessels at this Port under conditions similar to the practice in the past while the machines were installed at the dry dock plant, and the Corporation shall charge such other contractors only such tool rental and overhead as the Port shall determine and establish for such use and, further, should the Corporation use said tools itself, as a ship repair contractor, for doing ship repairs on vessels at this Port, and in competition with other local repairers, the Corporation will then pay to the Port tool rentals equal to those chargeable by the Corporation to such other contractors.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized officers this 18th day of July, 1940.

WILLAMETTE IRON AND STEEL CORPORATION

By

By

THE PORT OF PORTLAND

By

By